Q.V.L. Construction, Inc. *and* David A. McElhaney

The Wyoming District Council of Carpenters, Local No. 469 *and* David A. McElhaney. Cases 27-CA-6472 and 27-CB-1397

March 22, 1982

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND ZIMMERMAN

On July 11, 1980, Administrative Law Judge David A. Heilbrun issued the attached Decision in this proceeding. Thereafter, Respondent Union and the General Counsel filed exceptions and supporting briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge to the extent consistent herewith.

The relevant credited facts may be briefly stated. In mid-September 1979,[2] Respondent Q.V.L. Construction, Inc. (herein called Q.V.L.), assumed a carpentry contract on a new kiln under construction at the Monolith Portland Cement Company (the Monolith project) in Laramie, Wyoming. In hiring its carpenters, Q.V.L. used the Union's exclusive hiring hall.[3] On September 21, Charging Party David A. McElhaney went to Q.V.L.'s construction trailer at the Monolith project and inquired about being hired as a carpenter. Jessie Lauer, an office employee for Q.V.L., asked McElhaney if he had been sent by the Union, as Q.V.L. was expecting such a referral. When McElhaney replied in the negative, Lauer informed him that she had been expecting such a person, and that all personnel were "coming through the local carpenters union."

Following this conversation, McElhaney returned home and called the Union's Cheyenne office. He spoke with Madalyn Darlene Brommer, Union Business Agent Allen's secretary, and asked about union membership and employment at the Monolith project. Brommer explained to McElhaney that obtaining union membership required, among other things, a $200 initiation fee. McElhaney then allegedly called the Wyoming Labor Commission and discovered that union membership was not a lawful requirement for referral by the hiring hall. Subsequently, McElhaney again telephoned Brommer, and inquired whether he could be considered for work at the Monolith site in Laramie on a referral basis without joining the Union. Brommer replied that only union members were dispatched to assure "better carpenters." Apparently, McElhaney never further applied for a job with Q.V.L. or referral through the Union.

Based on the foregoing, the Administrative Law Judge concluded that the Union violated Section 8(b)(1)(A) of the Act by telling McElhaney that he could not be referred for employment because he was not a union member. We agree.[4] We also conclude that the Union violated Section 8(b)(2) of the Act.[5] The above-stated facts establish that the Union refused to consider McElhaney's request for referral to work for Q.V.L. at the Monolith project because McElhaney was not a member of the Union. Thus, the Union has caused or attempted to cause Q.V.L. to refuse to hire McElhaney because of McElhaney's lack of membership in the Union. Such a union action violates Section 8(b)(2) of the Act, and we so find.

Although the Administrative Law Judge found that the Union had violated the Act, he concluded that Q.V.L. had not. In so doing, he noted that Q.V.L. did not know that the hiring hall was administered unlawfully in this instance and he reasoned that Q.V.L.'s conduct in informing McElhaney that Q.V.L. was a party to an exclusive hiring hall arrangement was not sufficient to establish a violation.

The Board has recently explained employer liability in exclusive hiring hall cases as follows:

> Thus, the Board has consistently held that when an employer delegates hiring to a union by utilizing a union referral system to obtain its employees, it is responsible if the union operates the system in a discriminatory manner.

[1] The Union has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

[2] All dates are in 1979 unless otherwise indicated.

[3] Q.V.L. was at all relevant times a signatory to national and local agreements with the United Brotherhood of Carpenters and Joiners of America or its area affiliate, and honored the exclusive hiring hall arrangements contained in the contract between the Union and carpentry contractors. This latter fact was posted at the Q.V.L. worksite at the Monolith project.

[4] The Union argues that Brommer was not an agent, but a "nonmember secretary" whose actions were not binding on the Union. The Administrative Law Judge found that Brommer was an admitted agent of the Union and the record supported this admission. We agree, and specifically note that the Union admitted in its answer to the complaint that Brommer was an agent of the Union.

[5] Although the Administrative Law Judge did not discuss this issue, it was alleged in the complaint and the facts were fully litigated at the hearing.

> This is so even if the employer has no actual knowledge of the [u]nion's discrimination.[6]

The facts of this case bring it squarely within this rule. Q.V.L. had a contractual arrangement with the Union by which it delegated to the Union the right to refer, through an exclusive hiring hall, employees to work at its Monolith project location. The Administrative Law Judge found that Q.V.L. obtained its startup work complement of over a dozen carpenters through this method. Also Q.V.L. posted its contractual relationship with the Union indicating Q.V.L.'s adherence to the referral process. And, when McElhaney inquired in person at the Q.V.L. construction trailer about being hired as a carpenter, he was informed by an employee of Q.V.L. that all personnel were "coming through the local carpenters union." In essence, Q.V.L. told McElhaney to apply for a job through the referral system run by the Union, which subsequently discriminated against him because he was not a union member. Such failure to consider an applicant because of union affiliation is a violation of the Act,[7] and we find that in these circumstances Q.V.L., through its contractual arrangement with the Union, violated Section 8(a)(3) and (1) of the Act, and is jointly and severally liable with the Union for the discriminatory operation of the referral system on September 21.

However, we find that even if Q.V.L. had investigated the Union's operation of the referral system, it would not have discovered the discrimination against McElhaney. In this regard, the Administrative Law Judge found that "in this instance" the Union, through its agent Brommer, deviated from its otherwise lawful operation of the hiring hall. Therefore, we conclude that the Union should be held primarily, and Q.V.L. secondarily, liable for any backpay due McElhaney because of the discriminatory operation of the referral hall on September 21, 1979.[8]

THE REMEDY

Having found that Respondents have engaged in certain unfair labor practices, we shall order them to cease and desist therefrom and to take certain affirmative action to effectuate the policies of the Act.

Having found that the Union unlawfully refused to consider David A. McElhaney for referral to employment with Q.V.L., and caused or attempted to cause Q.V.L. to refuse to hire McElhaney because of his lack of union membership, we shall order that the Union notify McElhaney and Q.V.L., respectively, in writing, that it has no objection to the employment of McElhaney by Q.V.L. to the job he would have been hired absent its discrimination against him. Q.V.L. shall also be ordered to offer McElhaney reinstatement to the job for which he would have been hired absent discrimination. Respondents shall be ordered jointly and severally, with the Union primarily and Q.V.L. secondarily liable, to make McElhaney whole for any loss of earnings resulting from Respondents' unlawful refusal to consider him for referral and to hire him.[9] The amount of backpay shall be computed in the manner set forth in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest thereon to be computed in the manner prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977). (See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).)[10]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that:

A. Respondent The Wyoming District Council of Carpenters, Local No. 469, Cheyenne, Wyoming, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Informing David A. McElhaney or any other applicants that they cannot be referred to jobs from its exclusive hiring hall in the State of Wyoming because they are not members of the Union.

(b) Failing to consider for referral from its exclusive hiring hall David A. McElhaney or any other applicants who are not members of the Union.

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[6] *Frank Mascali Construction G.C.P. Co.; Frank Mascali Construction Co., Inc.*, 251 NLRB 219, 222 (1980), and cases cited therein.

[7] *Apex Ventilating Co., Inc.*, 186 NLRB 534 (1970); see also *General Cinema Corporation and its wholly owned subsidiary, Gentilly Woods Cinema, Inc.*, 214 NLRB 1074 (1974). See generally *Shawnee Industries, Inc., a subsidiary of Thiokol Chemical Corporation*, 140 NLRB 1451 (1963). Cf. *Sachs Electric Company*, 248 NLRB 669 (1980).

[8] *Frank Mascali, supra*, 251 NLRB at 222.

[9] The Union's backpay liability shall terminate 5 days after it notifies Q.V.L. and McElhaney that it has no objection to the employment of McElhaney in the job for which he would have been hired absent the discrimination against him, and, in the case of Q.V.L., its backpay liability shall terminate on the date it offers such employment to McElhaney.

For the reasons fully set forth in *C. B. Display Service, Inc.*, 260 NLRB 1102 (1982), we cannot agree with our dissenting colleague that the remedy prescribed in *Sheet Metal Workers' Union Local 355, Sheet Metal Workers' International Association, AFL-CIO (Zinsco Electrical Products)*, 254 NLRB 773 (1981), is applicable in the circumstances of this case.

[10] Member Jenkins would compute the interest due on backpay in accordance with his partial dissent in *Olympic Medical Corporation*, 250 NLRB 146, 148 (1980).

The Administrative Law Judge noted several factors which he thought bore on the remedy aspect of this case. Thus, he stated, *inter alia*, that the Monolith job was largely staffed when McElhaney tried to register for referral there, that little hiring took place after the violation committed by Respondent Union and Respondent Q.V.L., and that the Union required certain tests to be passed prior to referral. We agree with the Administrative Law Judge that these are among the factors which may be properly left for consideration at the compliance stage of this proceeding. *Apex Ventilation, supra.*

(c) Causing or attempting to cause discrimination against David A. McElhaney or any other applicants by Q.V.L. Construction, Inc., because they exercise their Section 7 rights.

(d) In any like or related manner restraining or coercing employees in the exercise of rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) In conjunction with Q.V.L., with the Union primarily liable, make whole David A. McElhaney for any loss of earnings which he may have suffered by reason of the discrimination against him in the manner set forth in the section of this Decision and Order entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all seniority lists, attendance records, or records showing starting times, job assignments, and hours worked, and all other records necessary for the determination of the amount of backpay due under the terms of this Order.

(c) Notify David A. McElhaney and Q.V.L., in writing, that it has no objection to McElhaney's employment by Q.V.L. on the Monolith project at Laramie, Wyoming, in the job he would have been hired absent discrimination against him, and that he may have full use of the Union's hiring hall facilities without discrimination in connection with referrals for employment.

(d) Post at its business office in Cheyenne, Wyoming, and any other places where it customarily posts notices to members, copies of the attached notice marked "Appendix A."[11] Copies of the notice, on forms provided by the Regional Director for Region 27, after being duly signed by an authorized representative of Respondent Union, shall be posted by Respondent Union immediately upon receipt thereof in the manner provided above. Notices are to be posted for 60 consecutive days, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent Union to insure that said notices are not altered, defaced, or covered by any other material.

(e) Forward signed copies of said notice to the Regional Director for posting by Q.V.L. Construction, Inc., if willing, at all locations where notices to employees are customarily posted.

(f) Notify the Regional Director for Region 27, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

B. Respondent Q.V.L. Construction, Inc., Cheyenne, Wyoming, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Failing to employ David A. McElhaney or any other applicants for employment because the Union has refused to consider for referral from its exclusive hiring hall such applicants because they are not members of the Union.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) In conjunction with the Union, with the Union primarily liable, make whole David A. McElhaney for any loss of earnings he may have suffered by reason of the discrimination against him, in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Offer employment to David A. McElhaney in the job for which he would have been hired absent discrimination.

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its place of business in Cheyenne, Wyoming, copies of the attached notice marked "Appendix B."[12] Copies of said notice, on forms provided by the Regional Director for Region 27, after being duly signed by Respondent Q.V.L.'s representative, shall be posted by Respondent Q.V.L. immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent Q.V.L. to insure that said notices are not altered, defaced, or covered by any other material.

(e) Forward signed copies of said notice to the Regional Director for posting by The Wyoming District Council of Carpenters, Local No. 469, it being willing, at all locations where notices to members are customarily posted.

(f) Notify the Regional Director for Region 27, in writing, within 20 days from the date of this

[11] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[12] See fn. 11, *supra.*

Order, what steps Respondent Q.V.L. has taken to comply herewith.

MEMBER JENKINS, dissenting in part:

My colleagues find, and I agree, that Respondent Union should be held primarily liable for backpay due the Charging Party because of the Union's unlawful refusal to refer the Charging Party to work at Respondent Q.V.L.[13] However, the majority would relieve the Union of its remedial responsibilities by terminating its backpay liability 5 days after it notifies Q.V.L. and McElhaney that it has no objection to McElhaney's employment in the job for which he would have been hired absent the discrimination against him. I believe such a restriction is unwarranted.

The Board has recently held that "the proper and effective realization of the statutory policy . . . requires that a transgressor should bear the burden of the consequences stemming from its illegal acts."[14] It is undisputed that the Union here caused the discrimination against the Charging Party, and under the instant facts precluded the employer, Q.V.L., from itself considering whether to hire him. Indeed, my colleagues recognize this fact by holding the Union primarily, and Q.V.L. only secondarily, liable for the backpay owing McElhaney. However, the majority undercuts this effective remedy by allowing the Union an easy escape from its obligation. Such a result serves no purpose of law or policy and indeed is inconsistent with the general remedial scheme of the statute. Accordingly, I dissent and would hold the Union liable to remedy its illegal actions to the fullest extent possible.[15]

[13] I also agree with my colleagues that the Union violated the Act by telling McElhaney that he would not be referred because he was not a union member, and that Q.V.L. violated Sec. 8(a)(3) and (1) of the Act because it acquiesced in the Union's unlawful action.

[14] *Sheet Metal Workers' Union Local 355, Sheet Metal Workers' International Association, AFL–CIO (Zinsco Electrical Products)*, 254 NLRB 773 (1981).

[15] But see my partial dissents in the cases cited *infra*, where the majority found the union and employer jointly and severally liable, without a primary or secondary designation. In such cases, I would hold the union secondarily liable even after the appropriate notices that it has no objection to the hire of the discriminatee. *The Harsh Investment Corporation d/b/a Claremont Resort Hotel and Tennis Club*, 260 NLRB 1088 (1982); and *C. B. Display Service, Inc.*, 260 NLRB 1102 (1982).

APPENDIX A

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT inform David A. McElhaney or any other applicants that they cannot be referred to jobs from our exclusive hiring hall in the State of Wyoming because they are not members of The Wyoming District Council of Carpenters, Local No. 469.

WE WILL NOT fail to consider for referral from our hiring hall described above David A. McElhaney or any other applicants who are not members of the Union.

WE WILL NOT cause or attempt to cause discrimination against David A. McElhaney or any other applicants by Q.V.L. Construction, Inc., because said applicants exercise their Section 7 rights.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of rights guaranteed them in Section 7 of the Act.

WE WILL, in conjunction with Q.V.L. Construction, Inc., with ourselves primarily liable, make whole David A. McElhaney for any loss of earnings he may have suffered by reason of our discrimination against him on September 21, 1979, with interest.

WE WILL notify David A. McElhaney and Q.V.L. Construction, Inc., in writing, that we have no objection to David A. McElhaney's employment on the Monolith project in Laramie, Wyoming, and that he may have full use of the hiring hall facilities without discrimination in connection with referrals for employment.

THE WYOMING DISTRICT COUNCIL
OF CARPENTERS, LOCAL NO. 469

APPENDIX B

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT fail to employ David A. McElhaney or any other applicants for employment because The Wyoming District Council of Carpenters, Local No. 469, has refused to consider for referral from its exclusive hiring hall such applicants because they are not members of the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of any rights guaranteed them by the National Labor Relations Act.

WE WILL, in conjunction with the Union, with the Union primarily liable, make whole David A. McElhaney for any loss of earnings he may have suffered because of the discrimi-

natory implementation of our arrangement with the Union, with interest.

WE WILL offer to David A. McElhaney employment in the job for which he would have been hired absent discrimination.

Q.V.L. CONSTRUCTION, INC.

DECISION

STATEMENT OF THE CASE

DAVID G. HEILBRUN, Administrative Law Judge: This case was heard in Cheyenne, Wyoming, on June 10, 1980, based on an amended complaint alleging that The Wyoming District Council of Carpenters, Local No. 469, Respondent, herein called the Union, and Q.V.L. Construction, Inc., Respondent, herein called Q.V.L., violated the National Labor Relations Act in various regards to David A. McElhaney and his attempt to secure employment in the context of an exclusive hiring hall applicable to his trade and the vicinity in which he sought work.

Upon the entire record, my observation of the witnesses, and consideration of oral argument by counsel for each Respondent, I make the following:

FINDINGS OF FACT AND RESULTANT CONCLUSIONS OF LAW

Monolith Portland Cement Company has a new kiln under construction at Laramie, Wyoming. David McElhaney worked on this job for 6 weeks during July and August 1979 on the payroll of a carpentry contractor named UMC Construction. McElhaney has approximately 10 years of diverse carpentry experience. In the past he held membership in the Brotherhood of Maintenance Employees Union while doing railroad work, but has never been a member of any affiliate of the United Brotherhood of Carpenters and Joiners of America (UBCJA). He had expected to work the Monolith project longer, but upon termination was told by an official of the nonunion UMC firm that it had been run off the job for "political reasons."[1]

Q.V.L. came on the job in mid-September with Arnold Wagner as project manager and hired a complement of over a dozen carpenters on September 17, augmenting this with one person on September 20 and one more on September 25. Q.V.L. is signatory to all national and local labor agreements with UBCJA or area affiliates, and honors the exclusive hiring hall contained in a current contract existing between the Union and all carpentry contractors who are so bound. The startup work force of Q.V.L. was obtained in this manner, and it has at all times maintained a poster plainly setting forth the contractual provisions whereunder any individual may register and seek referral during the 48-hour period of exclusivity as a source of employees.[2]

On September 21 McElhaney telephoned the Union's Cheyenne office and spoke with Madalyn Darlene Brommer, secretary to Business Agent Gaylord Allen. Brommer testified that such a call was recorded at 9:50 a.m. that date, in which McElhaney asked to have membership requirements described for him. She answered by advising they were 4 years of relevant experience, successful completion of a test, and a $200 initiation fee payable in installments. A short time later McElhaney called again. Brommer testified that he repeated his question about how to join the Union and mentioned only passingly that he was interested in work at Laramie.

McElhaney testified that he had gone to the construction trailer of Q.V.L., and asked a woman office employee whether he might be hired as a carpenter. According to McElhaney she inquired whether he was sent by the Union, adding that Q.V.L. was expecting such a person. She added that all their personnel were "coming through the local carpenters union." McElhaney returned home and from there made the first of two telephone calls to Brommer. After learning in the first call that membership in the Union would require a $200 outlay he then telephoned the Wyoming Labor Commissioner's office to ask whether this was a lawful prerequisite to employment within the State. The official with whom he spoke said it was not and that a referral system, neutral as to membership or nonmembership, was or should be in effect for the Monolith project. McElhaney testified that he then telephoned Brommer again, this time asking expressly whether he could be considered for that job on the basis of "a referral system without membership." He recalled her answering in the negative, and saying that only members of the Union would be dispatched as this assured "better carpenters."

I am persuaded to credit McElhaney with respect to crucial aspects of his second telephone call to Brommer. Respondents' counsel questioned him in depth about details, motives, and logical alternatives to his contact with the Union, a process that simply sharpened McElhaney's impressive demeanor and otherwise clear, orderly explanation of events. Contrary to what was being insinuated, there was no indication he was possessed of any intent beyond resuming work on a construction job which he had originally expected to result in a substantial spell of employment. As an admitted stranger to the intricacies and protocol of a major labor organization's hiring hall operation, he did no more than explore the possibility of membership in the Union and when this appeared unappealing then fell back to a fundamental request for referral eligibility. Brommer plainly advised that such an entitlement did not exist, simultaneously creating futility for McElhaney to press further and negating the elaborate verbiage by which the contractually exclusive hiring hall was to operate in nondiscriminatory manner and be so publicized by the employers to which it pertained. My

[1] All dates and named months hereafter are in 1979, unless shown otherwise.

[2] Q.V.L. is a corporation maintaining its principal office and place of business in Santa Fe Springs, California, and at all material times has been engaged in building certain concrete structures in Laramie. In the course and conduct of its business operations it annually purchases and receives goods and materials valued in excess of $50,000 from sources outside California. On these admitted facts I find that Q.V.L. is an employer engaged in commerce within the meaning of Sec. 2(6) and (7) of the Act, and otherwise that the Union is a labor organization within the meaning of Sec. 2(5). The Union's geographical jurisdiction covers several southeastern Wyoming counties, including that in which Laramie is situated.

credibility resolution is particularly compelling in view of Brommer's poor demeanor presentment, and her admitted past practice of accommodating only union members by registration *in absentia*. I note testimony of Allen and Assistant Business Representative Bill Bevens that Brommer has never been known to depart from theoretical workings of the hiring hall, and can only observe that for reasons of misguided loyalty or momentary aberration she did so in this instance. While titled as a secretary her actual tasks were fully intertwined with workings of the hiring hall, thus reinforcing her admitted status as agent of the Union.

In regard to Q.V.L. I hold that a statement of the type uncontradictedly made to McElhaney by its secretarial employee, Jessie Lauer, did not entangle this party in the operative unfair labor practice of constructively refusing to refer for employment. I see no reason to find a violation where the agent of Q.V.L. has done nothing more than inform of its status as party to an exclusive hiring hall arrangement. This is particularly true where a presumption of lawfulness applies to the situation, and the participating employer has no knowledge that the hiring hall is, or might be, administered otherwise. From this I conclude that Q.V.L. has committed no violation of law.

On this basis I hold that allegations of the amended complaint are adequately supported with proof as to the Union only. Accordingly, I render a conclusion of law that the Union, by telling McElhaney that he could not be referred for employment because of his nonmembership, violated Section 8(b)(1)(A) of the Act.[3] The result however may be somewhat illusory with respect to a remedy for McElhaney. As to the particular Monolith job, it was seemingly largely staffed by the time of McElhaney's thwarted effort at registration. Further hiring of carpenters at the site would be a chief indicator of McElhaney's measure of damages; however, nothing is known of that from this record except that 15 registrants stood ahead of him as of September 21 and only 1 person was hired on September 25. The violation that touched McElhaney was not limited to work opportunities in the city where he resided; however, it is equally true that he had no interest in employment elsewhere. A feature of the hiring hall setup was presumably unbiased oral testing by the Union, and employers were under no compunction to hire particular individuals so referred. These are among the several variables to be assessed during any compliance undertaking.

[Recommended Order omitted from publication.]

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[3] See *Bakery Salesmen's Local Union 227, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (American Bakeries (Langendorf Division))*, 236 NLRB 656 (1978).